

Samuel J. Fortier
FORTIER & MIKKO, P.C.
1600 A St. Suite 101
Anchorage, AK 99501
(907)277-4222 voice
(907)277-4221 fax
sfortier@fortiermikko.com
Attorneys for Plaintiff Fritz Sharp

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA

FRITZ SHARP)	
)	
Plaintiff,)	
)	
v.)	
)	
STG, INC.)	
)	
Defendant.)	Case No.: _____
_____)	

COMPLAINT

COMES NOW Plaintiff Fritz Sharp, through counsel, and for his complaint, states
and alleges as follows:

1. Plaintiff Fritz Sharp is a resident of Twin Hills, Alaska.

Fritz Sharp v. STG, Inc.
Case No. _____

Page 1 of 4

2. Defendant STG, Inc. is an Alaska Corporation headquartered in Anchorage, Alaska.

JURISDICTION AND VENUE

3. This Court has jurisdiction pursuant to 28 U.S.C. § 1331.

4. Venue in this Court is proper under 28 U.S.C. §§ 1391.

FACTS AS TO ALL COUNTS

5. In 2003, Plaintiff Fritz Sharp inherited his late father's Restricted Native Townsite lot ("Restricted Townsite"), more particularly described as:

Lot 5, Block 7, Tract A, U.S. Survey 5580, Twin Hills Townsite as authorized by the Act of May 25, 1926 (44 Stat. 629; 43 U.S.C. § 732 (repealed with savings clause by § 701 of the Federal Land Policy and Management Act of 1976 ("FLPMA") Oct. 21, 1976, 90 Stat. 2744.).

6. The Restricted Townsite, due to its unique restricted ownership status in which the United States retains legal title to the land, is subject to federal leasing and right-of-way requirements.

7. Third-party use and enjoyment of any property interest on the Restricted Townsite is subject to mandatory review and prior approval by the United States Department of the Interior, Bureau of Indian Affairs pursuant 25 U.S.C. §§ 323-328, 25 U.S.C. § 415.

8. On or about June 2019 defendant STG, Inc. approached Mr. Sharp about installation of a man camp (temporary housing and storage facilities) and utilities on the Restricted Townsite lot in Twin Hills under a temporary lease ("Proposed Lease").

Fritz Sharp v. STG, Inc.
Case No. _____

Page 2 of 4

9. The Proposed Lease was never executed.
10. On or about June 2019, STG occupied the Restricted Townsite without obtaining the approval of Mr. Sharp or the Bureau of Indian Affairs.
11. Despite failure of the Proposed Lease, STG, Inc. used and occupied the Restricted Townsite starting on or about July 2019.
12. STG's use and occupancy of the Restricted Townsite lot included placement of multiple Conex storage containers, which remain on site to the present date.
13. STG's use and occupancy of the Restricted Townsite further involved placement of a utility pole on the lot.
14. On September 23, November 2, and November 13, 2020 Mr. Sharp gave notice to STG of its unauthorized presence on the Restricted Townsite.
15. To date STG has failed to acknowledge or respond to Mr. Sharp's notice of the continuing trespass on the Restricted Townsite.

FIRST CAUSE OF ACTION—TRESPASS TO RESTRICTED TITLE

16. Mr. Sharp incorporates and re-alleges paragraphs 1-15 herein.
17. Mr. Sharp is the sole legal beneficiary with an ownership interest in the Restricted Townsite, to which the Department of the Interior holds legal title.
18. STG's unlawful and unauthorized use and occupation of the Restricted Townsite has proximately caused Mr. Sharp to suffer damages to his property and interests therein in an amount to be proved at trial.

Fritz Sharp v. STG, Inc.
Case No. _____

Page 3 of 4

WHEREFORE, Mr. Sharp prays for relief as follows:

19. For a money judgment against STG and in favor of Mr. Sharp for the damages proximately caused by STG's trespass upon the Restricted Townsite.

20. For such other relief as the Court may deem just and equitable in the premises.

DATED this 14th day of September, 2021 at Anchorage, Alaska

SAMUEL J. FORTIER
FORTIER & MIKKO, P.C
Attorneys for Fritz Sharp

By: /s/ Samuel J. Fortier
Alaska Bar No. 8211115